IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DENISE NORMAN,	§	
	§	
PLAINTIFF,	§	
	§	
VS.	§	**NO. 4:11-CV-1342**
	§	
ALLIANTGROUP, LP, ALLIANTGROUP USA, LP, SHANE T. FRANK, AND DHAVAL R. JADAV,	§	
	§	
	§	
	§	
DEFENDANTS.	§	

DEFENDANTS ALLIANTGROUP, LP, SHANE T. FRANK AND DHAVAL R. JADAV'S MOTION TO COMPEL ARBITRATION AND, ALTERNATIVELY, 12(B)(6) MOTION TO DISMISS

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DEFENDANT ALLIANTGROUP, LP'S MOTION TO COMPEL ARBITRATION AND, ALTERNATIVELY, 12(B)(6) MOTION TO DISMISS

Defendants Alliantgroup, LP, Shane T. Frank and Dhaval R. Jadav file this Motion to Compel Arbitration, and Alternatively, 12(b)(6) Motion to Dismiss, respectfully showing the Court as follows:

INTRODUCTION

A. Nature and Stage of Proceedings

Plaintiff Denise Norman filed her lawsuit on April 7, 2011, and on August 4, 2011, filed an Amended Complaint. Defendants Alliantgroup, LP, Frank and Jadav now make their first appearance in this case, and ask the court to compel arbitration pursuant to an agreement with Norman, or in the alternative to dismiss Norman's lawsuit for failure to state a claim.

B. Issues To Be Decided and Summary of Arguments

The Parties have agreed to arbitrate Norman's dispute, and the case should be dismissed, or at least stayed, so that the Parties may resolve their dispute in the manner and venue to which they previously agreed. Alternatively, Norman has failed in her Amended Complaint to state a claim for relief under Federal Rule of Civil Procedure 12(b)(6) as that standard has been explained by the Supreme Court in its now-well-known *Twombly* and *Iqbal* decisions.[1]

I.
THE PARTIES AGREED TO ARBITRATE AND DISMISSAL IS PROPER, OR ALTERNATIVELY, PROCEEDINGS SHOULD BE STAYED

The lawsuit should still be dismissed, or at least stayed, because the Parties agreed to arbitrate any employment disputes, including wage disputes.

A. Material Facts

Denise Norman agreed to arbitrate her present dispute with Defendants at the time of her application for employment. Her employment application contains a conspicuous agreement for "MANDATORY, BINDING ARBITRATION" (hereinafter, "Arbitration Agreement") which states, in relevant part, as follows:

> If you complete this application, you agree that, except as otherwise provided below or prohibited by law, disputes arising from your employment with the company or from the failure or refusal of the company to hire you, will be resolved through arbitration.
>
> Included within these arbitration provisions are claims under Title VII of THE CIVIL RIGHTS ACT OF 1964, the AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, any state or local law prohibiting discrimination in employment, THE EMPLOYEE POLYGRAPH

[1] The standards of review are discussed in detail under the statement of law headings for each argument. *See infra* at I.B. and II.A.

> PROTECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE FAMILY AND MEDICAL LEAVE ACT, any federal civil rights act, as well as claims for retaliation for filing a wage claim or a workers compensation claim, wrongful failure or refusal to hire, wrongful termination, breach of contract, slander, libel, invasion of privacy, intentional infliction of emotional distress, tortious interference with contractual or other relations, assault, or any other cause of action. These provisions apply to complaints concerning hiring, discharge, promotion, transfer, lay-off, wages, harassment, retaliation, work assignments, reasonable accommodations required by law, or any other term or condition of employment. These provisions apply to claims whether made against the company, or against any of its partners, directors or employees. This agreement to arbitrate does not apply to claims for workers compensation or unemployment benefits.

See Exhibit 1-A (emphasis added).[2]

B. Applicable Law

A two-step inquiry governs whether the Parties should be compelled to arbitrate a dispute. First, this Court must determine whether the Parties agreed to arbitrate the dispute. Once the Court finds that the Parties agreed to arbitrate, it must consider whether any federal statute or policy renders the claims non-arbitrable. *Banc One Acceptance Corp. v. Hill*, 367 F.3d 426, 429 (5th Cir. 2004) (citing *R.M. Perez & Assoc., Inc. v. Welch*, 960 F.2d 534, 538 (5th Cir. 1992)). When determining whether the Parties agreed to arbitrate a dispute, there are two considerations: (1) whether there is a valid agreement to arbitrate between the Parties; and (2) whether the dispute in question falls within the scope of the arbitration agreement. *See id.*; *Perez v. Lemarroy*, 592 F. Supp. 2d 924, 929–30 (S.D. Tex. 2008).

The Arbitration Agreement falls within the scope of the Federal Arbitration Act

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[2] Norman also executed a jury waiver with Alliantgroup. Because arbitration agreements are not self-executing, and must be enforced to be effective, the jury waiver is triggered in the event the parties elect to proceed with litigation.

(FAA). *See* Exhibit 1-A; *see also Circuit City Stores v. Adams*, 532 U.S. 105, 119 (2001) (holding that the FAA applies to employment arbitration agreements, other than seamen's and transportation workers' agreements). Section 2 of the FAA provides for two types of validity challenges: "One type challenges specifically the validity of the agreement to arbitrate," and "[t]he other challenges the contract as a whole, either on a ground that directly affects the entire agreement (*e.g.*, the agreement was fraudulently induced), or on the ground that the illegality of one of the contract's provisions renders the whole contract invalid." *See* 9 U.S.C. § 2; *Rent-A-Center, W., Inc. v. Jackson*, 130 S. Ct. 2772, 2778 (2010). The Supreme Court has held that only the first type of challenge is relevant to a court's determination of whether the arbitration agreement at issue is enforceable. *See Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 403–04 (1967). That is because § 2 of the FAA states that a "written provision" "to settle by arbitration a controversy" is "valid, irrevocable, and enforceable" without mention of the validity of the contract in which it is contained. *See* 9 U.S.C. § 2; *Rent-A-Center*, 130 S. Ct. at 2778. Thus, a party's challenge to another provision of the contract, or to the contract as a whole, does not prevent a court from enforcing a specific agreement to arbitrate. *Id.* [A]s a matter of substantive federal arbitration law, an arbitration provision is severable from the remainder of the contract. *Id.* Under the severability rule, a challenge to the validity of a contract as a whole, and not specifically to the arbitration clause must go to the arbitrator. *Allen v. Regions Bank*, No. 09-60705, 2010 U.S. App. LEXIS 16803, at *9 (5th Cir. Aug. 11, 2010).[3] This is true even where the entire agreement is one for

[3] All unreported cases cited herein are attached hereto as Exhibit 2.

arbitration, as opposed to an agreement for a loan or employment, *etc*. *See Rent-A-Center*, 130 S. Ct. at 2779.

An agreement to arbitrate is valid under the FAA if it meets the requirements of the general contract law of the applicable state. *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995). Under Texas law, contracts, including arbitration agreements, are valid unless grounds exist at law or in equity for revocation of the agreement. *Johnson v. AT&T Mobility, L.L.C.*, No. 4:09-cv-4104, 2010 U.S. Dist. LEXIS 134850, at *9 (S.D. Tex. Dec. 21, 2010). The burden of proving such grounds, such as fraud or unconscionability falls on the party opposing the enforcement of the contract. *Id*.

C. The Parties Agreed to Arbitrate

1. A Valid Arbitration Agreement Exists

The United States Supreme Court directs that when making the determination on the binding effect of an arbitration agreement, courts "should apply ordinary state-law principles that govern the formation of contracts." *First Options of Chicago, Inc.*, 514 U.S. at 944. The law in Texas is well-settled that an arbitration agreement that is part of an employment application is a valid and enforceable contract. *See, e.g., Ford v. Lehman Bros., Inc.*, No. H-07-2693, 2007 U.S. Dist. LEXIS 92848, at *10–11 (S.D. Tex. Dec. 18, 2007) ("The Fifth Circuit has held that arbitration agreements in employment applications are enforceable; the agreement to arbitrate is formed when the employee signs the application and begins work.") (citing *Hadnot v. Bay, Ltd.*, 344 F.3d 474, 477 (5th Cir. 2003)).

Furthermore, under Texas law, a party may enforce an arbitration agreement entered into at the commencement of, or during, an at-will employment relationship if the employee received notice of the employer's arbitration policy and accepted it. *In re Dallas Peterbilt, Ltd., L.L.P.*, 196 S.W.3d 161, 162 (Tex. 2006) (citing *In re Dillard Dep't Stores, Inc.*, 181 S.W.3d 370, 375 (Tex. App. 2005) (per curiam)) (holding that by signing acknowledgement form and accepting employment, employee accepted arbitration agreement as a matter of law); *In re Halliburton Co*, 80 S.W.3d 566, 568–69 (Tex. 2002) (holding that a notice and summary given to the employee was unequivocal notice, despite employee's claims that he did not read the documents given to him).

Norman was put on notice of the requirement of arbitration when she was presented with the employment application. She signed the employment application, accepting the terms therein. *Ford*, 2007 U.S. Dist. LEXIS 92848, at *10–11. Furthermore, she again demonstrated her acceptance of the terms of the Arbitration Agreement when she began working for Alliantgroup after having received notice that any disputes pertaining to her employment would be arbitrated. *See In re Halliburton*, 80 S.W.3d at 568–69. Accordingly, a binding contract to arbitrate employment-related disputes exists.[4]

2. Norman's Claim Falls Within the Scope of the Arbitration Agreement

Norman's claim in this lawsuit is for underpayment of wages, which falls within the express scope of the Arbitration Agreement. *See generally* Am. Compl. Indeed, the Arbitration Agreement's language expressly encompasses the disputes in this lawsuit, providing that:

---

[4] Moreover, Norman was a licensed attorney when she entered into the arbitration agreement, leaving little argument as to whether she understood the import of what she was agreeing to. *See* Exhibit 1-A at ¶ 4.

> "disputes arising from your employment with the company or from the failure or refusal of the company to hire you, will be resolved through arbitration.... These provisions apply to complaints concerning ...wages"

Exhibit 1-A. As a result, the Arbitration Agreement encompasses Norman's claims.

Moreover, the Arbitration Agreement includes claims against "any of [Alliantgroup's] partners, directors or employees." *Id.* Individual Defendants Frank Jadav, as Norman asserts in her Amended Complaint, are "employees" of Alliantgroup. *See* Am. Compl. ¶¶ 7-8. As a result, the Arbitration Agreement encompasses claims against both Alliantgroup, and the individual Defendants.

D. The Claim Is Arbitrable

If the Court finds that the parties agreed to arbitrate their dispute, it must next consider whether any federal statute or policy renders the dispute non-arbitrable. *See Primerica Life Ins. Co. v. Brown*, 304 F.3d 469, 471 (5th Cir. 2002). A claim is subject to arbitration unless Congress intended to preclude the parties from waiving their judicial remedies. *See Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 26 (1991); *Williams v. Cigna Fin. Advisors, Inc.*, 56 F.3d 656, 661 (5th Cir. 1995). The law is clear that agreements to arbitrate employment-related disputes are enforceable. *See Circuit City Stores, Inc. v. Adam*s, 532 U.S. 105, 123 (2001); *Miller v. Public Storage Mgmt., Inc.*, 121 F.3d 215, 217–18 (5th Cir. 1997); *Rojas v. TK Communications, Inc.*, 87 F.3d 745, 747–48 (5th Cir. 1996). Norman cannot show that her wage and hour cause of action is unsuitable for arbitration under federal statute or policy.

E. **Arbitration Should Be Compelled and the Case Dismissed**

When faced with an enforceable arbitration clause in an employment agreement or other document, courts are required to compel arbitration. 9 U.S.C. § 3; *In re Complaint of Hornbeck Offshore Corp.*, 981 F.2d 752, 754 (5th Cir. 1993) (stating that where a dispute falls within the scope of an arbitration provision, courts do not have discretion to deny a stay of proceedings in favor of arbitration). Because a valid arbitration agreement exists and encompasses Norman's claims, the only proper relief is to compel arbitration. *See id*.

When a court determines that all of a plaintiff's claims are subject to arbitration, the lawsuit should be dismissed. *See Alford v. Dean Witter Reynolds, Inc.,* 975 F.2d 1161, 1164 (5th Cir. 1992) ("The weight of authority clearly supports dismissal of the case when *all* of the issues raised in the district court must be submitted to arbitration"). As the Fifth Circuit explained in *Alford:*

> Although we understand that plaintiff's motion to compel arbitration must be granted, we do not believe the proper course is to stay the action pending arbitration. Given our ruling that all issues raised in this action are arbitrable and must be submitted to arbitration, retaining jurisdiction and staying the action will serve no purpose. Any post-arbitration remedies sought by the parties will not entail renewed consideration and adjudication of the merits of the controversy but would be circumscribed to a judicial review of the arbitrator's award in the limited manner prescribed by law.

Id. (quoting *Sea-Land Serv., Inc. v. Sea-Land P.R., Inc.,* 636 F. Supp. 750, 757 (D. Puerto Rico 1986)). As noted above, each of Norman's claims is subject to binding arbitration under the Arbitration Agreement. Accordingly, the Court's retention of jurisdiction during the pendency of arbitration would serve no purpose and dismissal is an appropriate remedy.

F. If the Court Will Not Dismiss, It Should Stay Proceedings in Favor of Arbitration

Alternatively, if the Court does not dismiss the present action, it should stay the proceedings and order the matter to arbitration. *See* 9 U.S.C. § 3; *Hornbeck Offshore Corp.*, 981 F.2d at 754; *Lloyd v. Hovensa, LLC*, 369 F.3d 263, 269 (3rd Cir. 2004) (stay is required if requested).

II.
ALTERNATIVELY, DISMISSAL IS PROPER FOR FAILURE TO STATE A CLAIM

A. Legal Standard Under Rule 12(b)(6)

Alternatively, if the Court declines to compel arbitration in this matter pursuant to the agreement of the Parties, Rule 12(b)(6) allows for dismissal of Plaintiff's Amended Complaint because the Complaint fails state a claim upon which relief may be granted. FED. R. CIV. P. 12(b)(6). To state a claim, the Federal Rules of Civil Procedure require that Plaintiff's Amended Complaint contain a short and plain statement of the claim showing that she is entitled to relief. FED. R. CIV. P. 8(a)(2). Even so, under the U.S. Supreme Court's holding in *Bell Atlantic Corp. v. Twombly*, Plaintiff's obligation to provide the "grounds" of her entitlement to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not suffice. 550 U.S. 544, 555 (2007).

More recently, in *Ashcroft v. Iqbal*, the Supreme Court expounded upon the

Twombly standard, reasoning that, to survive a motion to dismiss, her Amended Complaint must contain sufficient factual matter, accepted as true, to "state a claim for relief that is plausible on its face." 129 S. Ct. 1937, 1949 (2009). A claim has facial plausibility when if Plaintiff pleads factual content that allows the court to draw the reasonable inference that Defendants are liable for the misconduct alleged. *Id.* (citing *Twombly*, 550 U.S. at 556). But where well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, her Amended Complaint has just alleged—and not "shown"—that Plaintiff is entitled to relief.

B. Norman Fails to Allege Sufficient Facts to Show That the Defendants Are Employers Under the FLSA

At the outset, Norman fails to properly plead that each of the three served Defendants—or, in fact, that any of the three served Defendants—qualify as her "employer" under the FLSA.[5] While the FLSA "contemplates there being several simultaneous employers who may be responsible for compliance with the FLSA," Plaintiff must make a specific showing as to each employer when there are multiple employers alleged. *Kaminski v. BWW Sugar Land Partners*, No. H-10-551, 2010 U.S. Dist. LEXIS 123114, at *5-7 (S.D. Tex. Nov. 19, 2010). Specifically, "[w]here a complaint seeks to hold more than one employer liable under the FLSA, some facts at least of the employment relationship must be set forth in order to make out a facially plausible claim of multiple employer liability under the FLSA." *Id.* at *7. Merely stating, however, that each of the multiple Defendants in this case "employed" Plaintiff is

[5] Norman has not served Defendant Alliantgroup USA, LP to date, nor did she seek substituted service on Alliantgroup USA, LP.

not sufficient to state a plausible claim for relief under *Twombly* and *Iqbal*. *Id.* at *5-7 (dismissing case where complaint merely alleged that plaintiff was "employed by [multiple] defendants" and that plaintiff "worked for" each defendant); *see also Cooke v. Jaspers*, No. H-07-3921, 2010 U.S. Dist. LEXIS 21913, at *16-17 (S.D. Tex. Mar. 10, 2010) (dismissing case where the "complaint does not contain any specific allegations against [defendant] to put it on notice that or how the plaintiffs assert successor- or joint-employer liability").

Here, Norman's Amended Complaint lacks the necessary factual basis showing that the three served Defendants each qualified as her employer under the FLSA, or that any combination of them should be subjected to multiple employer liability. Instead, Norman merely pleads conclusory allegations in the "Parties" section of her Amended Complaint, stating that the Defendants—Alliantgroup, LP, Shane T. Frank, and Dhaval R. Jadav—each "employed Plaintiff Norman and the Class Members within the meaning of [the] FLSA." *See* Am. Compl. ¶¶ 5, 7-8. These identical statements fail to provide the requisite factual showing regarding the employment relationship between Norman, the class members, and any of the three Defendants, and further fail to set forth the theory, if any, that the Defendants functioned as (and should be held liable as) multiple employers.

The remainder of the Amended Complaint contains no additional information regarding the factual basis underlying the "employer" status of any of the Defendants, either separately or in tandem. Indeed, following the Parties section, the very short Amended Complaint refers generically to "Alliantgroup," and includes no specific mention of Defendants Frank and Jadav. *See* Am. Compl. ¶¶ 9-22.

As Norman's Amended Complaint provides no factual allegations whatsoever to inform the three served Defendants or this Court as to the basis for holding Defendants liable as individual or multiple employers, the Court should dismiss the Amended Complaint. *Kaminski*, 2010 U.S. Dist. LEXIS 123114, at *8 (granting motion to dismiss where the "complaint in this case does not set forth sufficient factual averments to state a facially plausible claim that the moving defendants are each 'employers' under the FLSA").

C. Norman Fails to Allege Sufficient Facts to Show FLSA Coverage

Norman also fails to properly assert that the FLSA covers her claims. The FLSA applies only to employees individually "engaged in commerce or in the production of goods for commerce . . . or . . . employed in an enterprise engaged in commerce or in the production of goods for commerce." 29 U.S.C. § 207(a)(1). For either "individual" or "enterprise" coverage, the FLSA defines "commerce" as interstate commerce. *See id.* § 203(b). It is Norman's burden to plead and prove that she is covered by the FLSA. *Sobrinio v. Med. Ctr. Visitor's Lodge, Inc.*, 474 F.3d 828, 829 (5th Cir. 2007) (explaining that burden to show FLSA coverage rests with plaintiff); *Lindgren v. Spears*, No. H-10-1929, 2010 U.S. Dist. LEXIS 136491, at *6–7 (S.D. Tex. Dec. 27, 2010) (holding that statutory coverage is an element of an FLSA claim and must be properly pleaded).

In pleading coverage under the FLSA, it is not sufficient under *Twombly* and *Iqbal* to "merely repeat the statutory elements of coverage." *Lindgren*, 2010 U.S. Dist. LEXIS 136491, at *7. Specific facts concerning coverage must be pleaded, as "[c]onclusory allegations that do no more than repeat the elements of the claim are insufficient" to state a claim. *Id.*

Here, to the extent that Norman has pleaded FLSA coverage, her assertions merely parrot the statutory language. Norman does not argue that individual coverage governs her claims. Rather, Norman appears to contend that "enterprise" coverage applies to her claims, stating that Defendant Alliantgroup, LP "is, or is part of, an enterprise engage[d] in commerce and subject to the FLSA," and that Defendants Frank and Javal are "part of an enterprise engaged in commerce and subject to the FLSA." Am. Compl. ¶¶ 5, 7-8. These assertions are entirely inadequate to plead coverage, as these statements do no more than recite the statutory language without providing any factual basis in support. Further, these allegations do not even adequately summarize the statute, as the Amended Complaint fails to account for numerous statutory requirements, such as the minimum gross sales for the enterprise, *see* 29 U.S.C. § 203(r), or the requirement that the "commerce" in question be interstate in nature. *See id.* § 203(b).

As Norman has failed to allege facts sufficient to show coverage under the FLSA, the Court should dismiss her Amended Complaint. *Lindgren*, 2010 U.S. Dist. LEXIS 136491, at *8-9 (granting dismissal where the "complaint contains no factual allegations that would permit this court to find that the elements of FLSA coverage are properly pleaded").

D. Norman Fails to Allege Sufficient Facts to Show That the Alleged Failure to Pay Overtime Was Willful

Finally, Norman fails to allege facts showing that any alleged violations of the FLSA were willful. Claims under the FLSA must be filed within two years after the cause of action accrues, or within three years if the alleged violation was "willful"—that is, if the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133 (1988). Accordingly, "[t]o state a claim for a willful violation of the FLSA, more than an ordinary violation must be alleged." *Mell v. GNC Corp.*, No. 10-945, 2010 U.S. Dist. LEXIS 118938, at *25 (W.D. Pa. Nov. 9, 2010) (citing *Ikossi-Anastasiou v. Bd. of Supervisors of La. State Univ.*, 579 F. 3d 546, 553 (5th Cir. 2009)).

Specifically, to satisfy *Twombly* and *Iqbal*, "it is insufficient to merely assert that the employer's conduct was willful; the Court must look at the underlying factual allegations in the complaint to see if they could support more than an ordinary FLSA violation." *Id.* at *25-26 (dismissing complaint where allegations merely stated that violations were "knowing" and willful," and noting the absence of "factual allegations which would support a claim that the violations were willful"). Indeed, stating that Defendants "willfully" violated the FLSA, without more, fails to state a claim "under even the most narrow and restrictive reading of *Twombly* and *Iqbal*." *Colson v. Avnet, Inc.*, 687 F. Supp. 2d 914, 921 (D. Ariz. 2010) (dismissing complaint where "Plaintiff has simply stated without elaboration that Defendant 'intentionally, willfully, and repeatedly' violated the FLSA").

Here, instead of providing a factual basis for her assertions of willfulness, Norman merely claims that "Alliantgroup knew, or showed reckless disregard for whether, Plaintiff was entitled to overtime pay," and that "the Alliantgroup defendants knowingly or recklessly failed to pay Plaintiff the overtime compensation to which she was entitled."

Am. Compl. ¶¶ 15–16. These bare assertions, however, fail to adequately plead any willful violation of the FLSA. *See id.* As discussed above, the complete absence of factual allegations that the Defendants acted willfully violates the central holding of *Twombly* and *Iqbal*, which teach that federal pleading standards "demand more than an unadorned, the-defendant-unlawfully-harmed-me accusation." *Lindgren*, 2010 U.S. Dist. LEXIS 136491, at *8 (citing *Iqbal*, 129 S. Ct. at 1949, and *Twombly*, 550 U.S. at 555.).

Accordingly, as Norman's assertions are "merely consistent" with liability, and are not pleaded with sufficient specificity to show that relief is "plausible" rather than merely "possible," the Court should dismiss her Amended Complaint. *See Twombly*, 550 U.S. at 557.

III.
PRAYER

Because all of Norman's asserted claims are subject to binding arbitration, this Court should compel arbitration and dismiss her lawsuit without prejudice, or at least stay proceedings pending arbitration. Alternatively, if the Court declines to compel arbitration as agreed by the Parties, Plaintiff's lawsuit should be dismissed for failure to state a claim.

Dated September 12, 2011

Respectfully submitted,

/s/David B. Jordan

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CERTIFICATE OF CONFERENCE

I hereby certify that I have discussed with opposing counsel whether this case should be arbitrated, and counsel for Plaintiff has indicated that she will consider the merits of the motion to compel arbitration, but cannot yet take a position as either opposed or unopposed.

*/s/David B. Jordan*____________
David B. Jordan

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of September 2011, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will sent notification of such filing to the following:

Pam Rea
THE PAM REA LAW FIRM
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